

SOCIAL SENTINEL® SERVICES AGREEMENT

ORDER FORM

Order Form Number:		Order Form Expiration Date:	September 30, 2017
Sales Contact:	Heather Harer	Sales Contact Phone #:	860-335-7246

Client Information	
Client ("You" and "Your"):	Dare County Schools (NC)

Client Billing Contact	
Contact Name:	Terry McGinnis
Address:	P.O. Box 1508
City, State, ZIP:	Nags Head, NC 27959
Title:	Director of Administration
Phone:	252-480-8888 ext-1927
Email:	mcginniste@daretolearn.org

Client Support Contact (Identify at least one)	
Contact Name:	
Address:	
City, State, ZIP:	
Title:	
Phone:	
Email:	

Term				Service Fees	Data Usage Fees	Total Fees
Annual Period 1	10/1/2017	to	6/30/2018	\$12,000.00	\$1,100.00	\$13,100.00
Annual Period 2	7/1/2018	to	6/30/2019	\$15,500.00	\$3,000.00	\$18,500.00
Annual Period 3	7/1/2019	to	6/30/2020	\$15,500.00	\$3,000.00	\$18,500.00

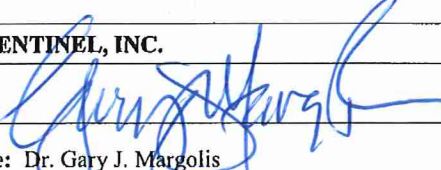
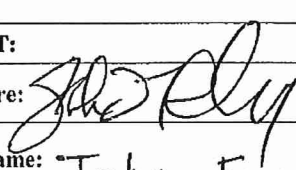
This Order Form, together with the attached schedule(s) (the "Schedule"), is entered into by and between Social Sentinel, Inc., a Delaware corporation ("SSI," "We," "Us," or "Our") and the client whose name appears in this Order Form ("You" and "Your") (collectively the "Parties"). The Order Form, the Schedule and any addendums attached thereto shall collectively be referred to as the "Agreement."

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, You acknowledge that You have read and agreed to the terms set forth in this Agreement, including the Schedule(s) attached hereto and are authorized to execute this Agreement on behalf of Your organization.

YOU SPECIFICALLY ACKNOWLEDGE THAT, AS DETAILED BELOW, THE SERVICE PROVIDES ACCESS TO ONLY PUBLICLY AVAILABLE SOCIAL MEDIA DATA; YOU WILL NOT ATTEMPT TO USE THE SERVICE OR REPORTS THEREFROM IN ANY WAY THAT MAY RESULT IN YOU OBTAINING SOCIAL MEDIA DATA THAT IS NOT PUBLICLY AVAILABLE; AND YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR RISK AND EXPENSE.

The **Effective Date** of this Agreement shall be the first day of Annual Period 1 unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date provided above.

SOCIAL SENTINEL, INC.		CLIENT:	
Signature:		Signature:	
Print Name:	Dr. Gary J. Margolis	Print Name:	John Farrelly
Title:	Founder & CEO	Title:	Superintendent
Date:	9/20/17	Date:	10/4/17

SOCIAL SENTINEL® SERVICES AGREEMENT

SCHEDULE 1: TERMS AND CONDITIONS

This Agreement describes the Services We will provide to You, how we will work together, and other aspects of our business relationship.

1. DEFINITIONS.

“Annual Period” means a one-year period of time during which You receive Our Service under this Agreement. If You have an “initial period” under this Agreement, meaning a period of time shorter than one year, prior to the first Annual Period, that “initial period” is not considered an Annual Period or part of an Annual Period, unless otherwise indicated herein.

“Confidential Information” means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, filters, library, topic areas, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information which (i) is publicly available Social Media Data, (ii) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (iii) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

“Data Usage Fees” means the variable third party data consumption and processing fees that We will incur on Your behalf in connection with Your use of Our Service, including but not limited to data ingestion fees imposed by social media services and other third party data providers. The Data Usage Fees on the Order Form represents Our good faith effort to prospectively estimate such variable costs during Annual Period 1.

“Documentation” means Our user guides, documentation, terms of use, privacy policy, reports, and help materials specifically describing the Service, as may be made available to You and updated from time to time by Us at Our sole discretion, accessible via www.socialsentinel.com or through the Service.

“Malicious Code” means any software code or program that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Service” means the Social Sentinel software service and related Documentation, as updated from time to time, provided by Us to You to alert You to threats shared publicly on social media and blog streams so that You may aggregate and assess such data (the “Alerts”) for potential threats in the areas of security, public safety, harm, wellness or acts of violence. Our Service includes Our Sentinel Search™ Library, Local+™ algorithms, and Roles and Permissions Tool.

“Service Fees” means the fees for Our provision of Our Service to You.

“User” means an individual who is Your employee or contractor, who is authorized by You to use the Service, and to whom You (or We at Your request) have supplied a user identification and password.

2. OUR RESPONSIBILITIES. Subject to and limited by the terms of this Agreement, We will (a) make the Service available to You pursuant to this Agreement, through remote access over the Internet, (b) provide Our standard email and telephone support for the Service to You during normal business hours Eastern Standard Time at no additional charge, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We will give electronic notice), (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, actions by You that may impede access to or function of the Service, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, or Internet service provider failure or delay, and (iii) any unavailability caused by our suspension of the Services pursuant to Section 3.

3. PRICING.

3.1. You agree to pay the Total Fees (including both the Service Fees and Data Usage Fees) in the amounts set forth in the Order Form for the consecutive Annual Periods of the Term (the “Total Fees”). Except as otherwise specified herein, payment obligations are non-cancelable and fees paid are non-refundable. The Total Fees for Annual Period 1 will be billed upon receipt of a

fully executed copy of this agreement. Total Fees for subsequent Annual Periods of the Term will be billed at the beginning of each Annual Period. Total Fees are due upon receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.2. Both Parties agree that the Data Usage Fees represents Our good faith effort to estimate on an annual basis variable fees that can be known for certain only at a future date. The Parties agree to review the Data Usage Fees on an annual basis, and We reserve the right to adjust for overages in the next Annual Period.

3.3. If You fail to make payments when due, then in addition to Our other rights and remedies, We will have the right to immediately terminate this Agreement, suspend the Service and/or to recover our reasonable costs and expenses, including reasonable attorneys' fees, expended in collection of such amounts due. Unpaid amounts shall accrue interest at the lesser of two percent (2%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.4. Unless otherwise stated, Our fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder.

4. TERM AND TERMINATION.

4.1. The term ("Term") of this Agreement will begin on the Effective Date and continue for the Annual Periods as set forth on the Order Form.

4.2. Either party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) immediately upon written notice to the other party of a material breach that is incapable of cure; or (c) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Either party may terminate this Agreement at the end of any Annual Period for its convenience upon thirty (30) days prior written notice to the other party.

4.4. Upon termination, Your access to the Service will terminate and You must discontinue all use. This section

4.4 and Sections 6-10 shall survive termination and shall remain in full force and effect. We will not refund any portion of the Total Fees for the current annual period if you terminate the Agreement under Section 4.3, or if we terminate the Agreement for cause under Section 4.2; however, you will not be billed Total Fees for any subsequent Annual Periods following termination. If we terminate the Agreement for convenience under Section 4.3, we will refund a pro-rated portion of the Total Fees.

5. YOUR USE OF THE SERVICE.

5.1. You may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats in the areas of security, public safety, harm, wellness or acts of violence. No other rights, express or implied, are granted by this Agreement, the Documentation, or otherwise. You are solely responsible for Your and Your Users' use of the Service and compliance with this Agreement and the Documentation (including, without limitation and as applicable, the Terms of Use Agreement located at <http://www.socialsentinel.com/terms-of-use>), and for providing such computer and other resources necessary to enable such Users to utilize the Service. You will use commercially reasonable efforts to prevent unauthorized access to or use of Service, and You will notify Us promptly of any such unauthorized access or use. You will use the Service only in accordance with applicable laws and government regulations. You agree to be contractually bound by the Twitter Terms of Service, located at <http://twitter.com/tos>.

5.2. You agree You will not engage in any of the following activities: (a) make the Service available to, or use the Service for the benefit of, anyone other than You or Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service; (c) use the Service for any unlawful purpose; (d) use the Service to monitor or surveil any individuals or small groups of individuals; (e) use the Service in violation of any third-party privacy rights; (f) use the Service for employment or credit check purposes; (g) use the Service to store or transmit Malicious Code; (h) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (i) attempt to gain unauthorized access to the Service or its related systems or networks; (j) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof; (k) use the Service for any purpose other than to obtain Alerts regarding threats shared publicly on social media and blog streams; or (l) use the Service in any way not permitted under this Agreement.

5.3. Through Your use of the Service, You and your Users may provide certain personal information about You, Users and/or other third parties, such as User login

credentials or Local+ terms (hereinafter referred to as "Personal Data"). The types of Personal Data that may be collected via the Service are set forth in our Privacy Policy and any other related information disclosure statements that We may make available to You in connection with Your use of the Service. We may collect, use and in certain limited circumstances disclose such Personal Data in accordance with Our Privacy Policy (e.g., to contractors and service providers who are assisting Us in the operation or hosting of the Service). As a condition to uploading any Personal Data to the Service and/or otherwise accessing and using the Service, You and Users are required to accept the terms of our Privacy Policy, which is incorporated herein by reference. You hereby acknowledge and agree that You have read Our current Privacy Policy, which is available at <http://www.socialsentinel.com/privacy-policy>.

5.4. You acknowledge and agree that We process such Personal Data in Our capacity as data processor, and that You remain at all times the data controller of such processing. Notwithstanding anything to the contrary, in Your capacity as data controller, it is Your exclusive responsibility to obtain all necessary consents to such processing, to convey the information notices as required by applicable law, to make any necessary filings with the appropriate data protection authorities, to enforce and comply with any request to access and/or rectify and/or delete any such Personal Data.

5.5. You agree to keep records sufficient to demonstrate Your compliance with this Agreement, including the names of Users using the Service.

6. PROPRIETARY RIGHTS. Subject to Your right to use and access the Service during the Term of this Agreement as set forth in Section 3, We will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service, including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith, and You shall have no ownership in or license to the Service or any portion thereof, nor in the intellectual property associated therewith. If You elect to provide any feedback or comments to Us related to the Services ("Feedback"), all of Your Feedback shall be Our sole and exclusive property, and We shall have the right to use and disclose such Feedback in any manner and for any purpose in Our discretion without remuneration, compensation or attribution to You, provided that We are under no obligation to use such Feedback.

7. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, EXCLUSIVE REMEDIES AND DISCLAIMERS.

7.1. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

7.2. We warrant that (a) the Service will perform materially in accordance with the applicable Documentation, and (b) We will not materially decrease the functionality of the Service during a subscription term. For any breach of an above warranty, We will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation and/or to re-perform the professional services, as applicable. If We notify You that We are unable to remedy any material breach of this warranty, Your exclusive remedies are those described in Sections 4.2 (Termination) and 4.4 (Refund or Payment upon Termination).

7.3. To the extent permitted by law, You agree to indemnify, defend and hold harmless SSI, Our affiliates, employees, agents, representatives, assigns and licensors ("Related Parties") against any third party suits, actions, claims or proceedings ("Claim") arising out of or resulting from Your or Your Authorized Users' use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and You agree to indemnify and hold SSI its affiliates, employees, agents, representatives, assigns and licensors harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against SSI or its affiliates, employees, agents, representatives, assigns and licensors that may result from any such third party claim.

7.4. You understand and agree to the following:

(a) The Service provides information regarding potential threats in the areas of security, public safety, harm, wellness or acts of violence based on publicly available social media posts ("Social Media Data"). This Social Media Data is made available to Us by one or more social media services or third party data providers. We make no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

(b) We use commercially reasonable efforts in providing the Service. Any Alerts provided to You by Our Service are generated by Our software service and provided to You without review by Us. You are responsible for reviewing Alerts provided to You by the Service and for determining any actions You will or will not take in response to such Alerts; We do not assume, and hereby disclaim, any responsibility for identifying any actionable Alert. You understand and agree that Alerts provided by the Service may include Alerts that You do not find responsive or may omit social media posts. We

do not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and We do not assume and hereby disclaim any liability to any person or entity for any loss or damage caused by the contents or omissions in any Alerts provided by the Service, whether such contents or omissions result from negligence, accident, or otherwise. You and Your Users may set geofences and add Local+ to be used by Our Service ("User Added Items"). You understand and agree that any User Added Items may affect the Alerts provided by the Service, for example by increasing the number of Alerts flagged by the Service.

(c) EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, **BY YOUR SIGNATURE ON THIS DOCUMENT, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY LIABLE FOR ANY CLAIM BY ANY THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.**

8. LIMITATION OF LIABILITY.

8.1. BY YOUR SIGNATURE BELOW YOU SPECIFICALLY ACKNOWLEDGE THAT OUR TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AMOUNTS PAID IN THE LAST TWELVE MONTHS BY YOU UNDER THIS AGREEMENT, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN

DISCOVERED BY YOU. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

8.2. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.

8.3. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

9. CONFIDENTIALITY.

9.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement (or, in the case of SSI, as otherwise set forth in Our Privacy Policy). The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure.

9.2. Nothing in this Agreement will be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

10. GENERAL PROVISIONS.

10.1. This Agreement is governed by the laws of the State of Vermont without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or

claims arising out of or in connection with this Agreement. You submit to the exclusive jurisdiction of such courts for such purpose.

10.2. This Agreement, including any items referenced herein, is the entire agreement between You and Us regarding Your use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the Order Form, (b) the remainder of this Agreement, and (c) the Documentation.

10.3. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.5. We will not disclose the fact that You are a client of SSI to the general public or media, unless otherwise required by law, without Your prior written consent. Notwithstanding the foregoing, We may use Your name for the limited purposes of marketing or training without Your prior written consent.

10.6. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.